

From: Scott Bell
To: Microsoft ATR
Date: 1/24/02 6:51pm
Subject: Microsoft Settlement

Under the Tunney Act, I wish to comment on the proposed Microsoft settlement.

Microsoft XP requires an "activation key" after being installed for 30 or more days IN ADDITION to the serial code received when the product was purchased.

If the user does not contact Microsoft within the 30 days to get an additional "activation key", the computer becomes completely inoperative. In addition the user cannot access ANY private data stored on the computer without getting an activation key.

Microsoft is forcing me to give them private information about me in order to access my personal data on my private computer which happens to be using a completely legal copy of Windows XP that was bought at a legitimate retail outlet.

No company should be able to force a citizen to reveal private information that citizen does not want to reveal in order to access private information on a computer for which they have already paid.

When I buy ANY product, I do so with the implicit understanding that the product is protected by copyright and patent laws and that I cannot reproduce the product. When I buy, for example, a vacuum, I am not required to give the manufacturer of the vacuum my name, address, phone number, or where I bought the vacuum. Nor does the vacuum stop working after 30 days if I refuse to contact the manufacturer. I don't even have to do that for ANY other software I buy.

Microsoft's monopoly allows them to impose incredibly unreasonable restrictions on consumers like me who buy their products because there are no competing products to choose from. As an example, Microsoft's web publishing software comes with a license that restricts the user from publishing web pages that are derogatory or critical of Microsoft or its products. This is like having a telephone company sell you a phone, and then saying you can't say bad things about the phone company if you are using the phone you bought from them!

Microsoft can only do this sort of thing to consumers because it is a monopoly, and there are NO provisions in the proposed settlement to address consumer issues. All the remedies are focused on remedies for software companies who are damaged by Microsoft's illegal business activities, but there are no provisions for reigning in Microsoft's unforgivable behaviour towards the end users who are forced to buy

their products for lack of another choice.